IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.4063 OF 2005
IN
SUIT NO.3122 OF 2003

Mr.Geddi Krishnamurthy Amarnath ..Plaintiff.

Vs.

M/s.Vijay Enterprises & Ors. ..Defendants.

None for the Plaintiff.
Mr.Nalin R. Parikh for Defendant Nos.1 and 2.

CORAM : S.J. VAZIFDAR, J.
DATED : 14TH AUGUST, 2007

P.C. :

This Notice of Motion has been taken out by Defendant No.2 for an order regarding a compromise arrived at between the Plaintiff and Defendant Nos.1 and 2, thereby ordering the Plaintiff to withdraw the suit and the Notice of Motion taken out by him.

2. The Plaintiff and the Defendants are absent despite notice. In paragraph 1 of the affidavit in support, Defendant Nos.1 and 2 have averred that the Plaintiff has sold the gala and has vacated the premises and therefore has no interest left in the affairs of the first Defendant. It is further stated that the Plaintiff has executed a letter

addressed to the affiant, who is the sole proprietor of Defendant No.2, stating inter-alia that he has no objection if the Defendants make an application for withdrawal of the above suit. The reference to the above suit as a Writ Petition, in the said writing dated 14.10.2005 is obviously through inadvertence. A true copy of the original, duly certified by the Advocate, is taken on record and marked ‘X’. There is no affidavit in reply.

3. In the circumstances, the Notice of Motion is made absolute in terms of prayer (a).

4. Suit adjourned for dismissal on 16th August, 2007.